

1 BILL NO. S-83-07- 18

2 SPECIAL ORDINANCE NO. S- 147-83

3 AN ORDINANCE approving a contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Gaines Construction Company,  
7 for Curb & Sidewalk Improvement  
8 Res. #5954-82.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 by the City of Fort Wayne by and through its Board of Public  
13 Works and Gaines Construction Company, for Curb & Sidewalk Improve-  
14 ment Res. #5954-82, is hereby ratified and affirmed and approved  
15 in all respect. The work under said Contract requires:

16 improvement of Kensington Blvd. from the  
17 south property line of Columbia Avenue  
18 to the north property line of Niagara  
19 Drive with the construction of new curbs  
20 around the center island and new walks  
21 at the corners;

22 the Contract price if Forty-Four Thousand One Hundred Sixty-Five  
23 and No/100 Dollars (\$44,165.00).

24 SECTION 2. Prior approval was received from Council  
25 with respect to this Contract on March 21, 1983. Two (2) copies  
26 of the Contract attached hereto are on file with the City Clerk,  
27 and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all necessary  
30 approval by the Mayor.

31 Samuel J. Talarico  
32 Councilmember

33 APPROVED AS TO FORM  
34 AND LEGALITY

35 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., E.S.T.

DATE: 7-12-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-26-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) ~~(GENERAL)~~ (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-147-83 on the 26th day of July, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of July, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 28th day of July, 1983, at the hour of 10 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR





## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

March 25, 1983

The Common Council  
Fort Wayne, Indiana

Re: Resolution #5954-82, Kensington Blvd. Island Curb Improvement

Gentlemen and Mrs. Bradbury:

The contract for Resolution #5954-82, Kensington Boulevard Island Curb Improvement has been awarded to Gaines Construction Company in the amount of \$44,165.00. Bids were also received from Rieth-Riley Const., John Dehner, Inc., L.W. Dailey, Inc., Moellering Const., and Tomco Const.

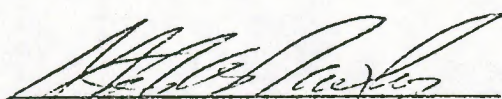
This curb resolution covers improvement of Kensington Boulevard from the North property line of Columbia Avenue to the north property line of Niagara Drive with the construction of new curbs around the center islands and new walks at the corners.

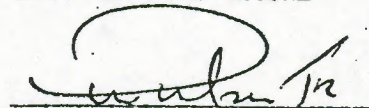
The Board of Public Works respectfully requests "Prior Approval" in order to enable the contractor to begin work as soon as his schedule allows.

A special ordinance for formal approval will be submitted in the near future.

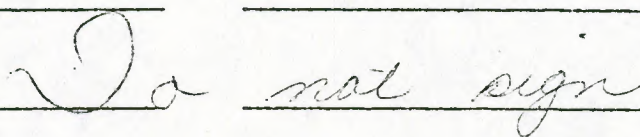
BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE

  
Stephen A. Bailey, Chairman

  
Win Moses, Jr., Mayor

APPROVED:



ATTEST:

Charles Westerman, City Clerk

sjh

attachment



BID ANALYSIS SHEET  
CUBS - 1962A TO 1962B

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

RES NO. 5954-82-

TE 3-23-83

CONTRACTORS		ESTIMATE	EXTENSION	GAINES CONST.		RICHM-RILEY CONST.		JOHN DENNER INC.		L.W. DUNN & SONS		WILLIAMS BROS.		TOTAL	
TREETS - ALLEYS - SIDEWALKS	N UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
L.F.	CURB Removal (Incl Spikes)	2.00	7,280. <sup>00</sup>	1.30	4732. <sup>00</sup>	2.60	9464. <sup>00</sup>	1.13	4113. <sup>20</sup>	3.50	12,740. <sup>00</sup>	1.10	4004. <sup>00</sup>	2.75	10,010. <sup>00</sup>
L.F.	TYPE II-B CUES (Incl FRAPS)	8.00	29,120. <sup>00</sup>	9.50	34580. <sup>00</sup>	6.40	23,296. <sup>00</sup>	7.37	26,826. <sup>50</sup>	7.25	26,390. <sup>00</sup>	8.30	30,212. <sup>00</sup>	8.00	29,120. <sup>00</sup>
S.Y.	CONCRETE WALK REMOVAL	3.00	375. <sup>00</sup>	2.25	343. <sup>25</sup>	5.00	625. <sup>00</sup>	2.44	305. <sup>00</sup>	2.70	337. <sup>50</sup>	4.00	500. <sup>00</sup>	3.20	462. <sup>50</sup>
S.F.	6" SIDEWALK & RAMP	2.00	2,100. <sup>00</sup>	1.80	1,890. <sup>00</sup>	2.50	2,625. <sup>00</sup>	2.64	2,772. <sup>00</sup>	1.70	1,785. <sup>00</sup>	3.00	3,150. <sup>00</sup>	2.00	2,100. <sup>00</sup>
S.F.	4" WALK	1.70	1,317. <sup>50</sup>	1.45	1,123. <sup>25</sup>	1.75	1,356. <sup>25</sup>	1.82	1,410. <sup>50</sup>	1.50	1,162. <sup>50</sup>	2.50	1,937. <sup>50</sup>	1.65	1,278. <sup>75</sup>
TON	DIRT BACKFILL FOR SEED	7.00	2,800. <sup>00</sup>	1.0	40. <sup>00</sup>	1.00	400. <sup>00</sup>	2.00	800. <sup>00</sup>	2.50	1000. <sup>00</sup>	5.00	2,000. <sup>00</sup>	5.00	2,000. <sup>00</sup>
I S.Y.	SEED MASH & FERTILIZER	65	1,840. <sup>15</sup>	.50	1,415. <sup>50</sup>	.65	1,840. <sup>15</sup>	.75	2,123. <sup>25</sup>	.40	1,132. <sup>40</sup>	.90	2,547. <sup>90</sup>	.60	1,698. <sup>60</sup>
TON	660 # 453 BASE / HAC 3/4 INCH	24.00	9,600. <sup>00</sup>	10	40. <sup>00</sup>	26.50	10,600. <sup>00</sup>	32.00	12,800. <sup>00</sup>	22.50	9000. <sup>00</sup>	26.35	10,540. <sup>00</sup>	30.00	12,600. <sup>00</sup>
			54,432. <sup>65</sup>		44,165. <sup>00</sup> (1972) - 18,860. <sup>75</sup> BELOW		50,206. <sup>40</sup>		51,150. <sup>75</sup>		53,547. <sup>40</sup>		54,891. <sup>40</sup>		58,669. <sup>85</sup>



# CONTRACT

73-91-27  
6/24/83

This Agreement, made and entered into this 24<sup>th</sup> day of June, 1983

by and between ----- GAINES CONSTRUCTION COMPANY, INC. -----

----- 217 W. Washington Center Rd., Ft. Wayne, Indiana -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Kensington Blvd. from the south property line of Columbia Avenue to the

north property line of Niagara Drive with the construction of new curbs around

the center islands and new walks at the corners.

by grading and paving the roadway to a width of XX feet with

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5954-82 attached hereto and by reference made a part hereof.

and at the following price per lineal foot

At the following prices:

Curb Removal (Incl. Sawing)	One dollar and thirty cents per lineal foot	1.30
Type II-B Curb (Incl. Excavation)	Nine dollars and fifty cents per lineal foot	9.50
Concrete Walk Removal	Two dollars and seventy-five cents per square yard	2.75
6" Sidewalk & Ramp	One dollar and eighty cents per square foot	1.80
4" Walk	One dollar and forty-five cents per square foot	1.45
Dirt Backfill for Seed	No dollars and ten cents per ton	0.10
Seed, Mulch & Fertilizer	No dollars and fifty cents per square yard	0.50
660# #53 Base H.A.C. (3' Width)	No dollars and ten cents per ton	0.10
Total	Forty-four thousand, one hundred and sixty-five dollars and no cents	\$44,165.00



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5954-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Aug. 1, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 29th

day of June, 1983

ATTEST:

Daniel Dames  
Corporate Secretary

GAINES CONSTRUCTION CO., INC.

BY: Henry Gaines

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
City & County

ATTEST:

Helen O. Gachem  
Secretary and Clerk

Its Board of Public Works and Mayor.



The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,



- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."



IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

No. 5954 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve Kensington Blvd. from the south property line of  
Columbia Avenue to the north property line of Niagara Drive with the construction of  
new curbs around the center islands and new walks at the corners.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
shall be to the general public of the City of Fort Wayne and that no special benefits  
shall accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid 100% by the City  
of Fort Wayne from MVH Funds.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

Secretary & Clerk  
BOARD OF PUBLIC WORKS:



## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION COMPANY, INC.  
as Principal, and the State Auto Mutual Insurance Co.  
Columbus, Ohio

Columbus, Ohio  
\_\_\_\_\_, a corporation organized under the laws of the  
State of \_\_\_\_\_ Ohio \_\_\_\_\_, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of FORTY-FOUR THOUSAND,  
ONE HUNDRED AND SIXTY-FIVE DOLLARS AND NO CENTS -----  
\_\_\_\_\_  
(\$ 44,165.00----- ), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 29<sup>th</sup> day of June, 1983, enter into a contract with the City of Fort Wayne ~~XXXXXXXXXX~~  
Improvement Resolution No. 5954-82

To improve Kensington Blvd. from the south property line of Columbia Avenue to the north property line of Niagara Drive with the construction of new curbs around the center islands and new walks at the corners.

at a cost of \$44,165.00-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION CO., INC.  
(Contractor)

BY: Henry Gaines

ITS: \_\_\_\_\_

ATTEST:

Darrel Gaines

Sec.  
(Title)

State Auto Mutual Insurance Co.  
Surety

\*BY: [Signature]  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- GAINES CONSTRUCTION COMPANY, INC. -----  
(Name of Contractor)

----- 217 W. Washington Center Rd., Ft. Wayne, Indiana -----  
(Address)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and State Auto Mutual Insurance Co. Columbus, Ohio  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-FOUR THOUSAND, ONE HUNDRED AND SIXTY-FIVE DOLLARS AND NO CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29<sup>th</sup> day of June, 19 83, for the construction of:

Improvement Resolution No. 5954-82

To improve Kensington Blvd. from the south property line of Columbia Avenue to the north property line of Niagara Drive with the construction of new curbs around the center islands and new walks at the corners.

at a cost of FORTY-FOUR THOUSAND, ONE HUNDRED AND SIXTY-FIVE DOLLARS AND NO CENTS -----  
(\$ 44,165.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three counter-  
(number)  
parts, each one of which shall be deemed an original, this 29<sup>th</sup> day of  
June, 19 83.

(SEAL)

ATTEST:

Samuel Dimes  
(Principal) Secretary

GAINES CONSTRUCTION COMPANY, INC.  
Principal

BY Henry Gaines  
Pres.  
(Title)

217 W. Washington Center Rd.  
(Address)

Witness as to Principal  
1666 Spy Run Ave.  
(Address)  
Fort Wayne, Indiana

State Auto Mutual Insurance Co.  
Surety  
BY Wm B Smith  
Attorney-in-Fact  
(Authorized Agent)

Edna Lavery  
Witness as to Surety  
1666 Spy Run Ave.  
(Address)  
Fort Wayne, Indiana

1666 Spy Run Ave.  
(Address)  
Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1983

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER 6-30-83	S	16.85	70c	1.45			1c if
BOILERMAKER 8-31-83	S	18.83	1.47½	1.90		3c	
BRICKLAYER 5-31-85	S	14.41	1.05	.85		2c	16c if
CARPENTER (BUILDING) 5-31-85	S	13.40	.70	6%		2c	4c if
(HIGHWAY) 1-1-84	S	13.31	1.00	1.00		5c	4c if
CEMENT MASON 5-31-83	S	12.85	.75	.80		2c	
ELECTRICIAN 5-31-84	S	16.55	.85	3%+90c			1% if
ELEVATOR CONSTRUCTOR	S	16.11	1.34½	1.08½	8%	3½c	
GLAZIER 9-30-83	S	15.44		.70	.40	6c	37c holid
IRON WORKER 5-31-83	S	15.00	1.10	2.00			2.95 annu 2c if
LABORER (BUILDING) 5-31-85	S-SS	10.20-11.20	1.00	.75		9c	
(HIGHWAY)	S-US-SS	10.43-11.28	1.05	.75		4c	
(SEWER)	S-US-SS	9.75-10.60	1.00	.75		9c	
LATHER 5-31-83	S	13.40	.70	6%		2c	4c if
MILLWRIGHT & PILEDRIVER 5-31-85	S	13.80	.70	6%		2c	4c if
OPERATING ENGINEER (BUILDING)	S-SS	11.30-16.75	1.00	1.10		10c	
1-13-84 (HIGHWAY)	S-SS-US	11.11-14.99	1.00	1.10		10c	
3-31-82 (SEWER)	S-SS-US	9.75-12.94	.75	1.00		10c	
PAINTER 5-31-84	S	12.75-14.75	1.05	1.00		12c	14c Misc.
PLASTERER 5-31-83	S	13.48	.60	.80			
PLUMBER & STEAMFITTER 6-1-84	S	16.48	1.00	1.80		7c	7c if
MOSAIC & TERRAZZO GRINDER 5-31-85	S	9.50-11.50					
ROOFER 5-31-85	S	13.90		.50			
SHEETMETAL WORKER	S	17.66	1.01	1.26		19c	19c if 60c sasmi
STEAMSTER 5-31-83 (BUILDING)	S-SS						
(HIGHWAY)	US	13.00½/13.45½	pw 45.50	pw 51.00			
	S-SS-US	12.21/12.81	41.50pw	51.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE USED. The above and forgoing shall be the minimum prevailing wage scale for this project set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

WITNESSED THIS 1 DAY OF Jan 19 83

Sue Stone  
 REPRESENTING GOVERNOR, STATE OF INDIANA

[Signature]  
 REPRESENTING THE AWARDING AGENT.

Fred M. Fin  
 REPRESENTING STATE A.F.L. & C.I.O.



ADDENDUM A

To: All Awarding Agencies

Please There is an expiration date for the rate in each  
Note: classification/craft shown on the attached established scale of  
prevailing wages.

It is the interpretation of the Indiana Commissioner of Labor that, as new rates become effective in any classification/craft, workmen on this public works project must receive the rate in effect at the time the work is performed.

New rates will be furnished, upon request to either the IDOL or the AFL-CIO, as they become available.



During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally



assisted construction contracts in accordance with procedures . authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



BILL NO. S-83-07-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract by the City of Fort Wayne by and  
through its Board of Public Works and Gaines Construction Company,  
for Curb & Sidewalk Improvement Res. #5954-82

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

*Samuel J. Talarico*

VICTURE L. SCRUGGS, VICE CHAIRMAN

*Victure Scruggs*

MARK E. GIAQUINTA

*Mark E. Giaquinta*

PAUL M. BURNS

*Paul M. Burns*

ROY J. SCHOMBURG

*Roy J. Schomburg*

*Concurred in 7-26-83 Sandra E. Kennedy*



TITLE OF ORDINANCE Contract with Gaines Const. for Curb & Sidewalk Improvement Res. 595DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE This Improvement Res. #5954-82 is to improve Kensington Blvd.from the south property line of Colombia Avenue to the north property line of NiagaraDrive with the construction of new curbs around the center island and new walks atthe corners. The contractor is Gaines Construction Co., Inc.PRIOR APPROVAL RECEIVED 3/21/83EFFECT OF PASSAGE Improvement of Kensington Blvd.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$44,165.00

ASSIGNED TO COMMITTEE \_\_\_\_\_